

City of St. Ignace
Downtown Development Authority
Service Contract

This service agreement is dated as of the 14 day of February, 2024, by and between the Downtown Development Authority of the City of St. Ignace of 396 N. State Street (hereinafter called DDA), and Carol Bell, D.B.A. Cedars of Mackinac of 65 Central Hill, St. Ignace (hereinafter called CONTRACTOR).

DDA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. SCOPE OF SERVICES:

CONTRACTOR shall furnish the following services according to mutually approved plans (see estimate documents) which have been submitted, showing estimated labor, material costs, general lay out of gardens, etc. for the growing seasons of 2024 and 2025. In essence, the following is included:

- A. **Planting and Maintenance:** of all DDA annual gardens including Kiwanis Beach Park, Connor's Park, Museum of Ojibwa Culture grounds, Huron Boardwalk entry planter and the American Legion Memorial Park. Planting shall consist of all labor and materials involved to prepare beds for planting, planting of flowers, and end of season garden clean up. Maintenance shall consist of weeding, cutting back plants, removing spent blossoms, regular inspection for insect or disease damage, watering, and the like.
- B. **Maintenance of Permanent Plantings:** American Legion Memorial Park, Kiwanis Beach Park, Huron Boardwalk landscaped area south of Public Marina, Fr. Marquette Park, Chief Wawatam Park, Connor's Park planter, landscaping behind Indian Village and connecting walkways from rear parking areas to State Street. Maintenance shall consist of spring clean-up, seasonal weeding and pruning of shrubs and trees.

2. CONTRACT TIME:

The services undertaken under this contract shall commence on the date of contract signatures and continue through the 2024 and 2025 calendar years.

3. CONTRACT PRICE:

DDA shall pay CONTRACTOR a maximum total of \$18,034.50 for 2024 and \$19,289.50 for 2025, for furnishing said services, based upon approved plan estimates. If said services result in less cost for the CONTRACTOR, those savings will be passed on to the DDA. If said services result in higher cost for the contractor, that increase must be presented to the DDA Board in detailed written form for payment approval. CONTRACTOR shall submit application for payments.

4. ENTIRE AGREEMENT:

Other documents which are considered to be a part of this agreement between DDA and CONTRACTOR include but are not limited to:

- A. CONTRACTOR'S garden estimate documents, including all approved plans, specifications, descriptions and photos
- B. Any exhibits attached to this agreement
- C. All modifications, including change orders, mutually agreed to in writing after execution of the agreement

5. COORDINATION:

Other DDA projects may be in force during execution of this contract. The CONTRACTOR will be required to coordinate all its operations with other contractors of the DDA in order to facilitate satisfactory completion of the contract and other projects.

6. SAFETY:

The CONTRACTOR must follow all applicable Michigan Department of Transportation (MDOT) safety guidelines when working on DDA gardens or lawns.

7. INSURANCE:

The CONTRACTOR shall provide and maintain public liability, property damage, and worker's compensation insurance, insuring the interests of all parties to this grant against any and all claims which may arise out of the CONTRACTOR'S operations under the terms of this contract and comply with all local, State, and Federal rules and laws in connection with employees of CONTRACTOR.

To the fullest extent permitted by law said CONTRACTOR agrees to defend, pay in behalf of, indemnify, and hold harmless, DDA, City of St. Ignace, its elected and appointed officials, employees and volunteers and others working in behalf of DDA and said City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the DDA and or said City, its elected and appointed officials, employees, volunteers or others working in behalf of the DDA and said City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract, caused by CONTRACTOR.

8. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:

The CONTRACTOR agrees to comply with state and federal Civil Rights and Equal Employment Opportunity statutes, including the Michigan Civil Rights Act (Public Act 453 of 1976), the Michigan Fair Employment Practices Act (MCL 423.301-423.311), related statutes, implementing rules and regulations.

9. REPRESENTATION:

Each party represents to the other, that the persons signing the document are authorized to do so by the governing boards of each entity.

IN WITNESS THEREOF, the parties have signed this agreement on the 14
of February, 2024.

WITNESS:

Shirley Cee

CITY OF ST. IGNACE/
DOWNTOWN DEVELOPMENT AUTHORITY:

BY: [Signature]

ITS: DDA

WITNESS:

Shirley Cee

CONTRACTOR (Carol Bell, D.B.A.
Cedars of Mackinac):

BY: Carol Bell

ITS: owner

